



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91802-1460

December 16, 2008

IN REPLY PLEASE

REFER TO FILE: PD-1

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**POMONA FREEWAY INTERCHANGE IMPROVEMENTS PROJECT AT VARIOUS
LOCATIONS IN THE UNINCORPORATED COMMUNITY OF ROWLAND HEIGHTS
COUNTY OF LOS ANGELES-STATE OF CALIFORNIA
COOPERATIVE AGREEMENT
COUNTY OF LOS ANGELES-CITY OF INDUSTRY
COOPERATIVE AGREEMENT
(SUPERVISORIAL DISTRICTS 1 AND 4)
(3 VOTES)**

SUBJECT

This action is to authorize the Director of Public Works or her designee to negotiate and enter into a Cooperative Agreement with the State of California, acting by and through its Department of Transportation, to receive up to \$885,000 in Transportation Enhancement Activities grant funds for the Pomona Freeway Interchange Improvements project including construction of sidewalks, irrigation, and landscaping at various locations in the unincorporated community of Rowland Heights; and to negotiate and enter into a Cooperative Agreement with the City of Industry for the reimbursement of its proportional share of the project cost, which is currently estimated to be \$168,000.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the project is categorically exempt from the provisions of the California Environmental Quality Act.

2. Authorize the Director of Public Works or her designee to negotiate and enter into a Cooperative Agreement with the State of California, acting by and through its Department of Transportation, to receive up to \$885,000 in Transportation Enhancement Activities grant funds for the proposed Pomona Freeway Interchange Improvements project including construction of sidewalks, irrigation, and landscaping at various locations in the unincorporated community of Rowland Heights and to outline roles and responsibilities of each agency in the design and construction of the project.
3. Authorize the Director of Public Works or her designee to negotiate and enter into a Cooperative Agreement with the City of Industry for the reimbursement of its proportional share of the project cost, which is currently estimated to be \$168,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to authorize the Director of Public Works or her designee to negotiate and enter into a Cooperative Agreement, in a form similar to the attached, with the State of California (State), acting by and through its Department of Transportation, providing for the County of Los Angeles (County) to prepare the plans, specifications, and estimate and to administer the construction of the proposed project and for the State to pay the County up to \$885,000 in Transportation Enhancement Activities (TEA) grant funds toward the construction cost of the project; and to negotiate and enter into a Cooperative Agreement, in a form similar to the attached, with the City of Industry (City) to reimburse the County for its share of the project cost, estimated to be \$168,000.

The proposed project includes the construction of sidewalks, irrigation, and landscape improvements at four Pomona Freeway interchanges: Azusa Avenue, Nogales Street, Fullerton Road, and Fairway Drive, located in the unincorporated community of Rowland Heights and the City.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Service Excellence (Goal 1), Fiscal Responsibility (Goal 4), and Community Services (Goal 6). The proposed project will improve pedestrian access and enhance the aesthetics of the area, thereby improving the quality of life of the County and City residents. In addition, this action fully supports the strategy to strengthen the County's fiscal capability by actively seeking grant funds.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total cost of the project is currently estimated to be \$1,902,000, of which \$885,000 will be reimbursed from the State and \$168,000 from the City. The City's actual payment will be based upon a final accounting after completion of the project. Of the remaining amount, \$409,800 and \$440,200 will be financed from the First and Fourth Supervisorial Districts' Road Construction Programs, respectively. The necessary funds are included in the Fiscal Year 2009-10 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the terms of the proposed County–State Cooperative Agreement, the County is to prepare the plans, specifications, and estimate and administer the construction of the project and the State is to pay the County \$885,000 in TEA grant funds toward the construction cost of the project, to provide project oversight at no cost to the County, and to provide a no-fee encroachment permit. Section 130 of the California Streets and Highways Code provides that the State and the County may enter into agreements for improvements to State highways within the County of Los Angeles.

Under the terms of the proposed City–County Cooperative Agreement, the County is to prepare the plans, specifications, and estimate and administer the construction of the project with the City and the County to finance their respective jurisdictional shares of the project cost. Sections 1685 and 1803 of the California Streets and Highways Code provide that the board of supervisors of any county may enter into contracts or agreements with the legislative body of any city for the purposes of more efficient construction or repair of streets and roads within the city. This proposal is also authorized and provided for by the provisions of Sections 6500 and 23004, et seq. of the Government Code.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15301(c), 15303, and 15304(b) of the CEQA Guidelines and Class 1(x), Subsections 10, 13, and 22, Class 3(h), and Class 4(c) of the County Environmental Guidelines adopted by your Board on November 17, 1987. These exemptions provide for minor alteration of existing public facilities, median beautification, installation of sprinkler systems, new landscaping, and the construction of retaining walls less than five feet in height.

The Honorable Board of Supervisors
December 16, 2008
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will improve the quality of life for the residents of the unincorporated community of Rowland Heights and the City by improving pedestrian access and enhancing the aesthetics of the area.

CONCLUSION

Please return three adopted copies of this letter to the Department of Public Works, Programs Development Division.

Respectfully submitted,


for GAIL FARBER
Director of Public Works

GF:SA:pr

Attachments (2)

c: Chief Executive Office (Lari Sheehan)
County Counsel

SAMPLE AGREEMENT FOR

07-LA-60, PM 18.0
Rowland Heights Access Improvements
to State Route 60
07279-238000
Funding Source: SHOPP-TEA

District Agreement No. 07-4841

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 200__, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

COUNTY OF LOS ANGELES, a political subdivision of the State of California, referred to herein as "COUNTY".

RECITALS

1. STATE and COUNTY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to State Highways within the COUNTY's jurisdiction.
2. Pursuant to Government Code section 14526.5 and pursuant to the California Transportation Commission (CTC) Resolution # G-98-20, STATE has approved State Highway Operation and Protection Program (SHOPP) managed Transportation Enhancement Activities (TEA) funds for major capital improvements.
3. TEA is a Federal reimbursable program. The work covered by this Agreement must be eligible under federal and state regulations and eligible work must be completed and be invoiced before reimbursement will be made.
4. One of these TEA projects proposes the aesthetic improvements to four (4) State Route 60 (SR 60) interchanges: Azusa Avenue from Gale to Colima Road, Fullerton Road from the Union Pacific Los Angeles Railroad to Colima Road, Nogales Street from Union Pacific Los Angeles Railroad to Colima Road, and Fairway Drive from the Union Pacific Railroad to Walnut Drive, referred to herein as "PROJECT". PROJECT includes construction of sidewalks, irrigation, and landscaping (trees, shrubs, decorative concrete stamping) in the medians and along these four (4) parkways.
5. COUNTY has applied for and been awarded a SHOPP TEA Project, to be administered by STATE, which will pay for 88.53% of eligible PROJECT costs, up to \$885,000. COUNTY may proceed with PROJECT and will provide the required 11.47% match to the TEA funds and will also bear the remainder of the PROJECT costs that exceed the maximum amount. These costs are shown in Exhibits A (Estimated Project Costs) and B (TEA Application), attached to and made a part of this Agreement.
6. STATE has completed environmental clearances, CEQA and NEPA, for PROJECT. COUNTY desires to prepare the Plans, Specifications and Estimate (PS&E) and prepare the contract documents and advertise, award, and administer the construction contract for PROJECT.
7. STATE is agreeable to COUNTY's proposal to prepare the contract documents and advertise, award, and administer the construction contract for PROJECT.
8. STATE, at no cost to COUNTY, will provide Independent Quality Assurance (IQA) of PROJECT PS&E and construction activities.
9. The parties hereto intend to define herein the terms and conditions under which PROJECT is to be designed, constructed, financed, owned and maintained.

SECTION I

COUNTY AGREES:

1. All PROJECT work, except as set forth in this Agreement, is to be performed by COUNTY. Should COUNTY request that STATE perform any portion of PROJECT

work, except as otherwise set forth in this Agreement, COUNTY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement or a separate executed agreement.

2. To have the detailed PROJECT PS&E prepared, perform utility identification and location, and to prepare all documentation necessary to advertise and award the construction contract for PROJECT. The final plans and specifications for PROJECT shall be signed by an appropriately licensed and registered professional in the applicable field in the State of California.
3. To permit STATE to monitor, participate, and oversee selection of personnel who will prepare the PS&E and provide construction engineering services for PROJECT. COUNTY agrees to consider any request by STATE to avoid a contract award or to discontinue services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria.
4. To make written application to STATE for necessary encroachment permits authorizing entry of COUNTY onto State Highway right of way to perform any PROJECT work as more specifically defined elsewhere in this Agreement. COUNTY shall also require COUNTY's contractors to make written application to STATE for the same necessary encroachment permits.
5. To identify and locate all utility facilities within the area of PROJECT as part of the design responsibility for PROJECT. All utility facilities not relocated or removed in advance of construction shall be identified on the PS&E for PROJECT.
6. If any existing utility facilities conflict with the construction of PROJECT, COUNTY shall make all the necessary arrangements with the owners of such facilities for their timely accommodation, protection, relocation, or removal without violating STATE's encroachment policy.

The costs for the PROJECT's positive identification and location, protection, relocation, or removal of utility facilities whether inside or outside State Highway right of way shall be determined in accordance with Federal and California laws and regulations, and STATE's and COUNTY's policies and procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.

7. To furnish evidence to STATE, in a form acceptable to STATE, that arrangement have been made for the protection, relocation, or removal of all conflicting facilities within State Highway right of way and that such work will be completed prior to award of the contract to construct PROJECT or as covered in the PS&E for said contract. This evidence shall include a reference to all required State Highway encroachment permits.
8. To advertise, award, and administer the construction contract for PROJECT in accordance with requirements of the Local Agency Public Construction Act and the California Labor Code, including its prevailing wage provisions. Workers employed in the performance of work contracted for by the COUNTY, and/or performed under encroachment permit, are covered by provisions of the California Labor Code in the same manner as are workers employed by STATE's contractors. The use of any Federal funds towards PROJECT construction will mandate the inclusion and enforcement of all applicable Federal labor mandates.

9. Construction by COUNTY of those portions of PROJECT which lie within the State Highway right of way shall not commence until COUNTY's plans involving such work and the utility relocation plans have been reviewed and accepted by STATE and encroachment permits have been issued to COUNTY and COUNTY's contractor.
10. COUNTY's construction contractor shall maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of General Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability that complies with all coverage requirements with Section 7-1.12 of STATE's then-effective Standard Specifications. Such policy shall contain an additional insured endorsement naming STATE and its officers, agents, and employees as additional insureds. This insurance coverage shall be evidenced by a Certificate of Insurance in a form satisfactory to STATE which shall be delivered to STATE before the issuance of an encroachment permit to COUNTY's construction contractor.
11. To require the construction contractor to furnish both a payment and a performance bond, naming COUNTY as obligee with both bonds complying with the requirements set forth in Section 3-1.02 of STATE's current Standard Specifications prior to performing any PROJECT construction work. COUNTY shall defend, indemnify, and hold harmless STATE and its officers, agents, and employees from all claims and suits by stop notice claimants related to the construction of PROJECT.
12. To have PROJECT constructed by contract to the satisfaction of and subject to STATE's acceptance in accordance with the STATE accepted PROJECT PS&E.
13. Contract administration procedures shall conform to STATE's Construction Manual, Local Assistance Procedures Manual (if Federal funds are used), and the PROJECT encroachment permits.
14. Construction within the existing or ultimate State Highway right of way shall comply with the requirements in STATE's Standard Specifications and the PROJECT Special Provisions and in conformance with methods and practices specified in STATE's Construction Manual.
15. To pay eleven and 47/100 percent (11.47%) of the actual PROJECT capital costs of the first \$1,000,000 and then to pay one hundred percent (100%) of all actual PROJECT costs above this amount as necessary to satisfactorily complete PROJECT, including supplemental work, change orders, contract claims paid to the construction contractor, and cost of COUNTY's defense of all PROJECT-related claims. Estimated costs of PROJECT are shown on Exhibits A and B.
16. To submit invoices to STATE on a regular basis, not to exceed once per month, for reimbursement by STATE of STATE's eighty eight and one half percent (88.5%) share of eligible PROJECT expenses incurred by COUNTY for completed eligible work and to submit a final report of expenditures to STATE within 120 days after completion and acceptance of the PROJECT construction contract by COUNTY. Invoices shall be submitted on agency letterhead in the format required in Chapter 5, Accounting/Invoices, of the Local Assistance Procedures Manual.
17. To retain or cause to be retained for audit by STATE or other government auditors for a period of four (4) years from date of final payment of final voucher, or four (4)

years from date of final payment under the contract, whichever is longer, all records and accounts relating to construction of PROJECT.

18. All survey work shall conform to the methods, procedures, and requirements of STATE's Surveys Manual and STATE's Staking Information Booklet.
19. To furnish, at COUNTY's expense and subject to the approval of STATE, a field site representative who is appropriately licensed and registered professional in the applicable field in the State of California to perform the functions of a Resident Engineer. The Resident Engineer shall not be an employee of the construction contractor.
20. If the Resident Engineer, is not also a registered Landscape Architect, COUNTY will furnish, at COUNTY's expense and subject to the approval of STATE, a Landscape Architect to perform the function of an Assistant Resident Engineer/Inspectors who is responsible for both daily on-site inspections and final decisions including, but not limited to, any highway planting and the irrigation systems that comprise a portion of the PROJECT work. Final decisions shall continue to be subject to the satisfaction and approval of STATE.
21. At PROJECT's expense, to furnish sufficient qualified support staff, subject to the approval of STATE, to assist the Resident Engineer in, but not limited to, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of the mandated "As-Built" drawings, and other inspection and staff services necessary to assure that the construction is being performed in accordance with the PROJECT PS&E. Said qualified support staff shall be independent of the construction contractor.
22. Within one hundred eighty (180) days following the completion and acceptance of the PROJECT construction contract, to furnish STATE with a complete set of "As-Built" plans in accordance with STATE's then current CADD Users Manual, Plans Preparation Manual, and STATE practice. The submittal must also include all STATE requested contract records, including survey documents and Records of Surveys (to include monument perpetuation per the Land Surveyor Act, section 8771). COUNTY shall also submit corrected full-sized hardcopy structure plans, if applicable.
23. If unanticipated cultural, archaeological, paleontological or other protected materials are encountered during the construction of PROJECT, COUNTY shall stop work in that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material. The costs for any removal or protection of that material shall be covered as a PROJECT cost contemplated by the Agreement.
24. To comply with the requirements of the National Pollution Discharge Elimination System (NPDES) Permit for General Construction Activities No. CAS000002, Order No. 99-08-DWQ including State Water Resources Control Board (SWRCB) Resolution No. 2001-046, which added sampling and analysis requirements, and the NPDES Permit for the State of California Department of Transportation Properties, Facilities and Activities, No. CAS000003, Order No. 99-06-DWQ issued by the State Water Resources Control Board and any applicable future permits and orders.

25. Upon completion of PROJECT and all work incidentals thereto, to furnish STATE with a detailed statement of the total construction costs, including resolution of any construction-related claims that have been allowed to the construction contractor.
26. If there are any changes to PROJECT, before, during or after PROJECT development and construction that do not comply with or are in conflict with SHOPP TEA program requirements or if COUNTY terminates PROJECT prior to completion of the construction contract for PROJECT. COUNTY agrees to refund to STATE all SHOPP TEA funds previously paid to COUNTY. STATE may also require COUNTY at COUNTY's expense, to return right of way to its original condition or to a condition of acceptable permanent operation. If COUNTY fails to do so, STATE reserves the right to finish PROJECT or place PROJECT in satisfactory permanent operation condition. STATE will bill COUNTY for all actual expenses incurred and COUNTY agrees to pay said expenses within thirty (30) days or STATE, acting through the State Controller, may withhold an equal amount from future apportionment due COUNTY from the Highway User Tax Fund.

SECTION II

STATE AGREES:

1. At no cost to COUNTY, to provide IQA to assure that COUNTY's PROJECT work is performed in accordance with STATE's then-effective policies, procedures, standards, and practices. This IQA function includes both the obligation and the authority to reject noncompliant PROJECT work and materials accepted by COUNTY, to order any actions needed for public safety or the preservation of property on the State Highway, and to assure compliance with all provisions of the encroachment permit(s) issued by STATE to COUNTY and COUNTY's contractor.
2. Upon proper application by COUNTY and by COUNTY's contractor, to issue, at no cost to COUNTY and COUNTY's contractor, the necessary encroachment permits for required work within the State Highway rights of way as more specifically defined elsewhere in this Agreement.
3. Within sixty (60) days of receipt of detailed invoices from COUNTY, to reimburse COUNTY for eighty-eight and a half percent (88.5%) of the actual allowable costs incurred under this Agreement, up to STATE's maximum of \$885,000 in SHOPP-TEA funds that will be allocated by the CTC for financing the costs of PROJECT, which figure includes required overhead.
4. To submit, on behalf of COUNTY, a Request for Funds to STATE's Budget Office and a Request for Federal Authorization (E-76) to STATE's Federal Resources office prior to the commencement of any work for which reimbursement will be sought.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of the resources by the Legislature, State Budget Act authority, and the allocation of funds by the CTC.
2. Should COUNTY advertise a contract for PROJECT prior to the allocation of funds by the CTC and prior to Federal Highway Administration approval for Federal participation (E-76), there is no guarantee of STATE's and/or Federal participation and COUNTY shall assume all risks thereof.
3. All applicable procedures and policies relating to the use of Federal Funds or State gas tax funds shall apply notwithstanding other provisions of this Agreement.
4. The parties to this Agreement understand and agree that STATE's IQA is defined as providing STATE policy and procedural guidance through to completion of the PROJECT construction phase administered by COUNTY. This guidance includes prompt review by STATE to assure that all work and products delivered or incorporated into the PROJECT by COUNTY conform to the existing STATE standards. IQA does not include any PROJECT related work deemed necessary to actually develop and deliver the PROJECT, nor does it involve any validation to verify and recheck any work performed by COUNTY and/or its consultants or contractors and no liability will be assignable to STATE, its officers and employees by COUNTY under the terms of this Agreement or by third parties by reason of STATE's IQA activities. All work performed by STATE pursuant to an amendment to this agreement that is not direct IQA shall be chargeable against PROJECT funds as a service for which STATE will invoice its actual costs and COUNTY will pay or authorize STATE to reimburse itself from then available PROJECT funds pursuant to an amendment to this Agreement authorizing such services to be performed by STATE.
5. In the construction of said work, representatives of COUNTY, and STATE will cooperate and consult with each other, and all work within the State Highway right of way shall be accomplished according to the approved PS&E and applicable State Standards.
6. All utilities for PROJECT placed by COUNTY within the State Highway right of way must be constructed and operated separately and independently from the utilities placed outside the right of way and from STATE's facilities. Water shut off valves shall be installed at the property line where the water line enters.
7. STATE agrees to accept ownership of all hardscape improvements that are located within State right of way and all other improvements constructed or installed as a part of PROJECT that are identified on the Project Jurisdiction Limit Plans (Exhibit C) as maintained by STATE. COUNTY agrees to operate and maintain and be responsible for all costs thereof on all other improvements constructed or installed as a part of PROJECT. COUNTY and/or their agents shall apply for encroachment permit(s) to enter State Highway right of way to perform the required operation and maintenance, if necessary. STATE, upon proper application by COUNTY and its agents, if any, shall provide the necessary encroachment permit(s). Should PROJECT's improvements not be maintained in a neat and safe condition, STATE may either maintain or remove said improvements and bill COUNTY for the expense thereof and COUNTY agrees to pay said billing.

8. Upon completion and acceptance of the construction contract for PROJECT by COUNTY, to the satisfaction of the STATE's representative, COUNTY will maintain those portions of PROJECT lying outside the State Highway right of way for its continued existence and at its own costs and expense. STATE will maintain those portions of PROJECT lying within STATE right of way for its continued existence and at its own costs and expense. The terms and conditions of said maintenance will be outlined in the Encroachment Permit granted to COUNTY for this PROJECT and as identified in the Project Jurisdiction Limit Plans (Exhibit C), and will not be included as part of the Delegated Maintenance Agreement between COUNTY and STATE.
9. COUNTY agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, agreements, and/or approvals from appropriate regulatory agencies, unless the parties agree otherwise in writing. If STATE agrees in writing to obtain said PROJECT permits, agreements, and/or approvals, those costs shall be paid for by COUNTY, as a PROJECT cost.
10. COUNTY shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s), and/or environmental approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.
11. If there is a legal challenge to the environmental documentation, including supporting investigative studies and/or technical environmental report(s), permit(s), agreement(s), environmental commitments and/or environmental approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.
12. If, during preparation of PS&E or performance of PROJECT construction, new information is obtained which requires preparation of additional environmental documentation to comply with CEQA and if applicable, NEPA, this Agreement will be amended to include completion of those additional tasks.
13. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.
14. Any hazardous material or contamination of an HM-1 category found within the existing State Highway right of way during investigative studies requiring remedy or remedial action, as defined in Division 20, Chapter 6.8 et seq. of the Health and Safety Code, shall be the responsibility of STATE. Any hazardous material or contamination of an HM-1 category found within the local road right of way during investigative studies requiring the same defined remedy or remedial action shall be the responsibility of COUNTY. For the purpose of this Agreement, hazardous material or contamination of HM-1 category is defined as that level or type of contamination which State or Federal regulatory control agencies having jurisdiction have determined must be remediated by reason of its mere discovery, regardless of whether it is disturbed by PROJECT or not. If COUNTY decides not

to proceed with PROJECT, STATE shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the existing State Highway right of way and COUNTY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right of way. If COUNTY and STATE decide to proceed with PROJECT, STATE shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the existing State Highway right of way, except that if STATE determines, in its sole judgment, that STATE's cost for remedy or remedial action is increased as a result of COUNTY's decision to proceed with PROJECT, that additional cost identified by STATE shall be deemed a part of the costs of PROJECT. COUNTY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right of way. STATE will exert every effort to fund the remedy or remedial action for which STATE is responsible. In the event STATE is unable to provide funding, COUNTY will have the option to either delay PROJECT until STATE is able to provide funding or COUNTY may proceed with the remedy or remedial action at COUNTY's expense without any subsequent reimbursement by STATE.

15. The remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within and outside the existing State Highway right of way during investigative studies shall be the responsibility of COUNTY, at COUNTY's expense, if COUNTY decides to proceed with PROJECT. For the purposes of this Agreement, any hazardous material or contamination of HM-2 category is defined as that level or type of contamination which said regulatory control agencies would have allowed to remain in place if undisturbed or otherwise protected in place had PROJECT not proceed. COUNTY shall sign HM-2 manifest if PROJECT proceeds and HM-2 material must be removed in lieu of being treated in place. If COUNTY decides to not proceed with PROJECT, there will be no obligation to either COUNTY or STATE other than COUNTY's duty to cover and protect HM-2 material left in place.
16. Locations subject to remedy or remedial action and/or protection include utility relocation work required for PROJECT. Costs for remedy or remedial action and/or protection shall include, but not limited to, the identification, treatment, protection, removal, packaging, transportation, storage, and disposal of such material.
17. The party responsible for funding any hazardous material cleanup shall be responsible for the development of the necessary remedy and/or remedial action plans and designs. Remedial actions proposed by COUNTY on the State Highway right of way shall be pre-approved by STATE and shall be performed in accordance with STATE's standards and practices and those standards mandated by the Federal and State regulatory agencies.
18. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the design, construction and maintenance of the State Highways and public facilities different from the standard of care imposed by law.
19. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY, under or in connection with any work, authority or jurisdiction conferred upon COUNTY or arising under this Agreement. It is understood and agreed that COUNTY will fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and

description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this Agreement.

20. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE or arising under this Agreement. It is understood and agreed that STATE will fully defend, indemnify and save harmless COUNTY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
21. Prior to the commencement of any work pursuant to this Agreement, either STATE or COUNTY may terminate this Agreement by written notice to the other party.
22. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
23. Those portions of this Agreement pertaining to the completion of PROJECT shall terminate upon satisfactory completion of all post-PROJECT construction obligations of COUNTY and the delivery of required PROJECT construction documents, with concurrence of STATE, or on June 30, 2010, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction related or other claims arising out of PROJECT be asserted against one of the parties, the parties agree to extend the termination date of this Agreement, until such time as the construction related or other claims are settled, dismissed or paid.

STATE OF CALIFORNIA
Department of Transportation

COUNTY OF LOS ANGELES

WILL KEMPTON
Director

By: _____
Douglas R. Failing
District 07 Director

By: _____
Director of Public Works

Approved as to Form and Procedure:

Approved as to Form:

RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Attorney
Department of Transportation

By: _____
Deputy

Certified as to Funds:

By: _____
District Budget Manager

Certified as to Financial Terms and Conditions:

By: _____
Accounting Administrator

EXHIBIT A
ESTIMATED PROJECT COSTS
ROWLAND HEIGHTS ACCESS IMPROVEMENTS TO SR 60

	Federal TEA	COUNTY	Total Cost
Preliminary Engineering	\$ 0	\$ 0	\$ 0
Construction Engineering	0	0	0
Construction Capital	885,000	115,000	1,000,000
Total	\$ 885,000	\$ 115,000	\$ 1,000,000

EXHIBIT B
Transportation Enhancement Activities (TEA) Application Form
PART ONE: GENERAL PROJECT INFORMATION

 X Project is located entirely within the RTPA.
County: **Los Angeles**
Proposal is Statewide or multi-regional in scope.

RTPA/

Legislative
District
Number:
Assembly
District: 57 &
60

PROJECT TITLE:
**Improvements to
State Route 60**

**Rowland Heights Access
Senate District: 24 & 29**

ADMINISTERING AGENCY APPLICANT Project Administrator/person with day-to-day responsibility for implementing project (Name, title, agency, address, phone, fax) Los Angeles County Department of Public Works Attention: Programs Development Division 900 South Fremont Avenue Alhambra, CA 91803 Phone:(626) 458-3950 Fax: (626) 458-3192	TEA FUNDS REQUESTED \$ <u>885,000</u>
	NON-FEDERAL TEA MATCH \$ <u>115,000</u>
	TOTAL TEA PROJECT COST \$ <u>1,000,000</u>
	<input type="checkbox"/> TEA is a stand-alone project.
	<input type="checkbox"/> TEA is part of a larger project.
	Total Project Cost \$
	(Round dollars to nearest thousands)

Person who can answer questions about this application (Name, title, phone, fax) Daryll Chenoweth, Civil Engineer II Phone:(626) 458-3950 Fax: (626) 458-3192	PARTNER(S) (Name, title, agency, address, phone, fax)
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PROJECT SCOPE OF PROPOSED TRANSPORTATION ENHANCEMENT ACTIVITIES
Describe the project's location, limits of work, size, etc. (Not the justification or benefits).

Construction sidewalks, irrigation, and landscaping (trees, shrubs, median landscape) at the interchanges of State Route 60 (Pomona Freeway) and Azusa Avenue, Fullerton Road, Nogales Street, and Fairway Drive. These interchanges are in or near the unincorporated Rowland Heights area which is located on the southerly side of State Route 60 westerly of the City of Diamond Bar.

PROPOSED SCHEDULE:

	<u>Quarter and Calendar Year</u>
Start Environmental Studies	Third / 2001
Draft Environmental Document	Third / 2001
Final Environmental Document	Fourth / 2001
Begin Design Engineering	Fourth / 2000

District Agreement No. 07-4841
Draft version 10/30/08

Plans, Specifications, and Cost Estimates complete	Third / 2002
Start Right of Way Acquisition	N/A
Right of Way Certification	Third / 2002
Ready to Advertise	Fourth / 2002
Award Construction	Fourth / 2002
Project Completion (open for use)	Second / 2003

WHICH CATEGORY OR CATEGORIES ENCOMPASS THE TEA? (May be more than one.)
List approximate amount of federal TEA funds to be spent in each of the TEA categories:

<u>\$188,400</u> 1. Pedestrian or bike facilities	\$_____ 6. Historic transportation
rehabilitation	
\$_____ 2. Acquisition of sites	\$_____ 7. Rails to trails
\$_____ 3. Historic Highway programs	\$_____ 8. Outdoor advertising
removal	
<u>\$ 696,900</u> 4. Landscaping/scenic beautification	\$_ 9. Archaeology planning/research
\$_____ 5. Historic preservation	\$_____ 10. Runoff water pollution
control	

Activities outside the categories: List approximate amount of federal TEA funds to be spent in activities outside the ten categories (must be necessary and incidental to the portion inside the categories): \$ 0

Describe:

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PART TWO: FUNDING

Prepared by **Daryll Chenoweth**
 Agency **LA County - DPW**

Title **Civil Engineer II**
 Phone **(626) 458-3950** FAX _____
(626) 458-3192

PROJECT COMPONENT COSTS

PRELIMINARY ENGINEERING PHASE:

☐ Construction Documents \$ 92,000
☐ Environmental Documents \$ 8,000
TOTAL PRELIMINARY ENGINEERING \$ 100,000

RIGHT OF WAY PHASE (ACQUISITION):

☐ Capital \$ _____
☐ Support costs \$ _____
TOTAL RIGHT OF WAY \$ 0

CONSTRUCTION PHASE:

☐ Construction contract items \$ 631,600 *

Contingencies \$ 121,400
 Construction engineering \$ 147,000
TOTAL CONSTRUCTION \$ 900,000

*see next sheet for detail

CASH FLOW CHART

	Fiscal Year 1998/99	Fiscal Year 1999/00	Fiscal Year 2000/01	Fiscal Year 2001/02	Beyond 2001/02
Preliminary Engineering	\$ _____	\$ _____	\$ _____	\$ <u>100,000</u>	\$ _____
Right of Way	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Construction	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____	\$ <u>100,000</u> \$ <u>900,000</u> <u>0</u>	\$ <u>900,000</u> <u>0</u>

LOCAL FUNDING SHARE DETAIL

Phases	A Federal	+	B Match	=	C TEA Cost	D* Total Cost
Preliminary Eng	\$ <u>88,530</u>		\$ <u>11,470</u>		\$ <u>100,000</u>	\$ _____
Right of Way	\$ <u>0</u>		\$ <u>0</u>		\$ <u>0</u>	\$ _____
Construction	\$ <u>796,770</u>		\$ <u>103,230</u>		\$ <u>900,000</u>	\$ _____
TOTAL	\$ <u>885,300</u>		\$ <u>114,700</u>		\$ <u>1,000,000</u>	\$ _____

*Fill in column 'D' only when TEA is part of larger project, not a stand-alone project

SOURCE(S) OF MATCH

(Spell out; No acronyms) Preliminary Engineering **County of Los Angeles**
 Right of Way **County of Los Angeles**

Construction County of Los Angeles

MAINTENANCE Who will maintain? **County**

What is the source of maintenance funds? **Landscaping maintenance district**

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PART TWO: FUNDING (continued)

ITEM ESTIMATE - CONSTRUCTION CONTRACT ITEMS

Item	Description	Unit	Quantity	Unit Price	Amount
1	Landscaping shrubbery	SF	11,400	13	\$ 148,200
2	Trees 24" Box (Crape Myrtle)	EA	45	1000	45,000
3	Trees 24" Box (Canary Island pines)	EA	15	1000	15,000
4	Irrigation, shrub areas & trees (Not incl. meters & controllers)	LF	2,500	6	15,000
5	Irrigation, shrub areas & trees (Meters & controllers)	EA	4	13,000	52,000
6	Median hardscape (Grouted river rock)	SF	11,100	20	222,000
7	Concrete sidewalk (integral color/patterned)	SF	11,200	12	134,400
TOTAL					\$631,600

PART THREE: ASSURANCES

This page must be signed for the project to be considered for funding.

Commitment/Prior Commitment:

Has the project Administering Agency certified that it is willing and able to maintain and operate the project?

☒

Yes

☐

No

Please describe the best evidence of the certification available. If none is available, when can one be provided?

All of this project is within existing highway right of way under the jurisdiction of the County of Los Angeles. The Los Angeles County Department of Works will maintain the improvements as part of its routine maintenance procedures.

Project Administering Agency possesses legal authority to nominate transportation enhancement activity and to finance, acquire, and construct the proposed project; and by formal action (e.g., a resolution) the Administering Agency's governing body authorizes the nomination of the transportation enhancement activity, including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the Administering Agency to act in connection with the nomination and to provide such additional information as may be required.

Project Administering Agency will maintain and operate the property acquired, developed, rehabilitated, or restored for the life of the resultant facility (ies) or activity. With the approval of the California Department of Transportation, the Administering Agency or its successors in interest in the property may transfer the responsibility to maintain and operate the property.

Project Administering Agency will give the California Department of Transportation's representative access to and the right to examine all records, books, papers, or documents related to the transportation enhancement activity.

Project Administering Agency will cause work on the project to be commenced within a reasonable time after receipt of notification from the State that funds have been approved by the Federal Highway Administration and that the project will be carried to completion with reasonable diligence.

Project Administering Agency will comply where applicable with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the Americans with Disabilities Act, the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, and any other federal, state, and/or local laws, rules and/or regulations.

I certify that the information contained in this transportation enhancement activity application, including required attachments, is accurate and that I have read and understand the important information and agree to the assurances on this form.

Signed _____

Date **August 17,**
2000

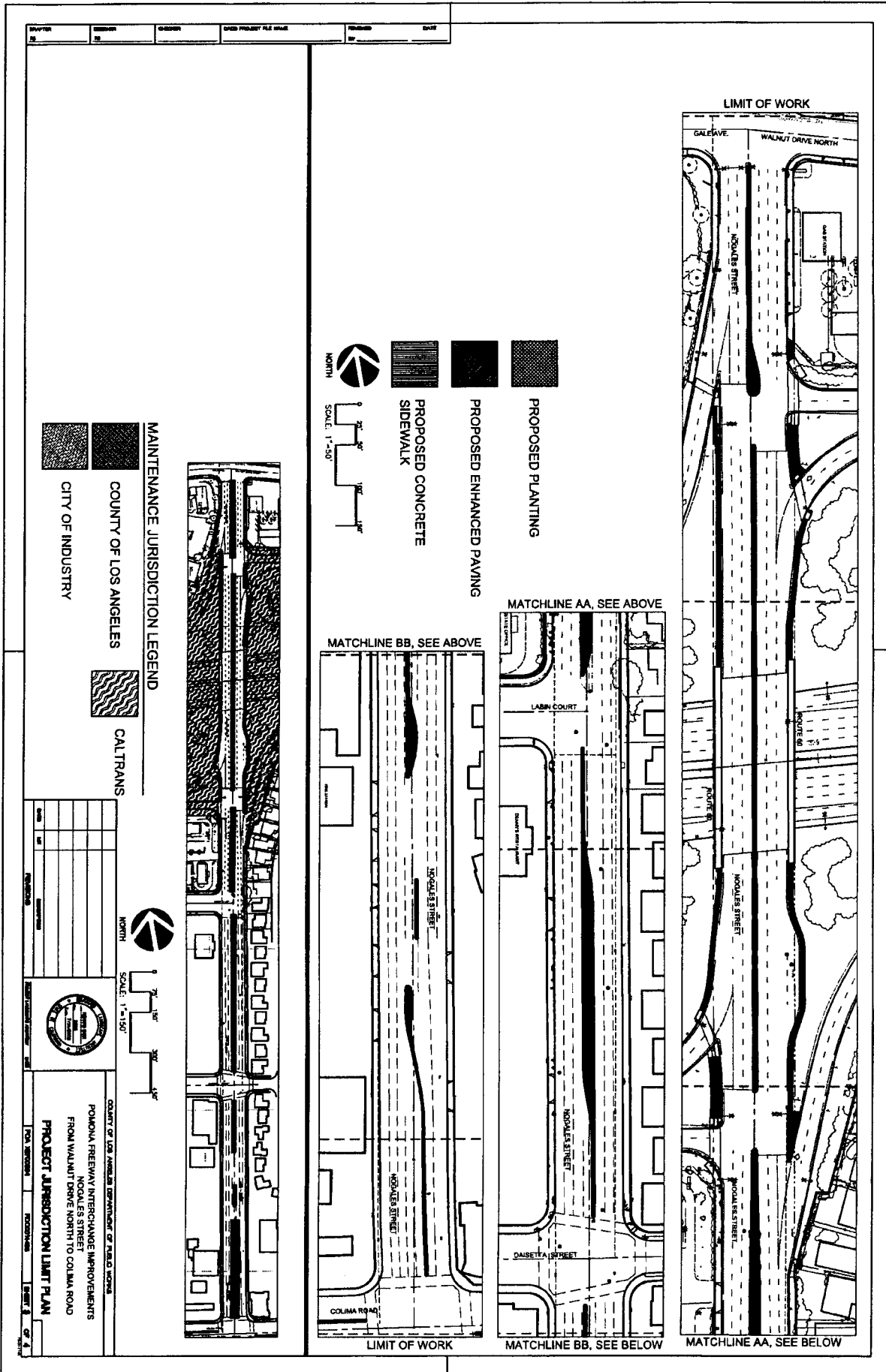
(TEA Administering Agency Representative as shown in Resolution)

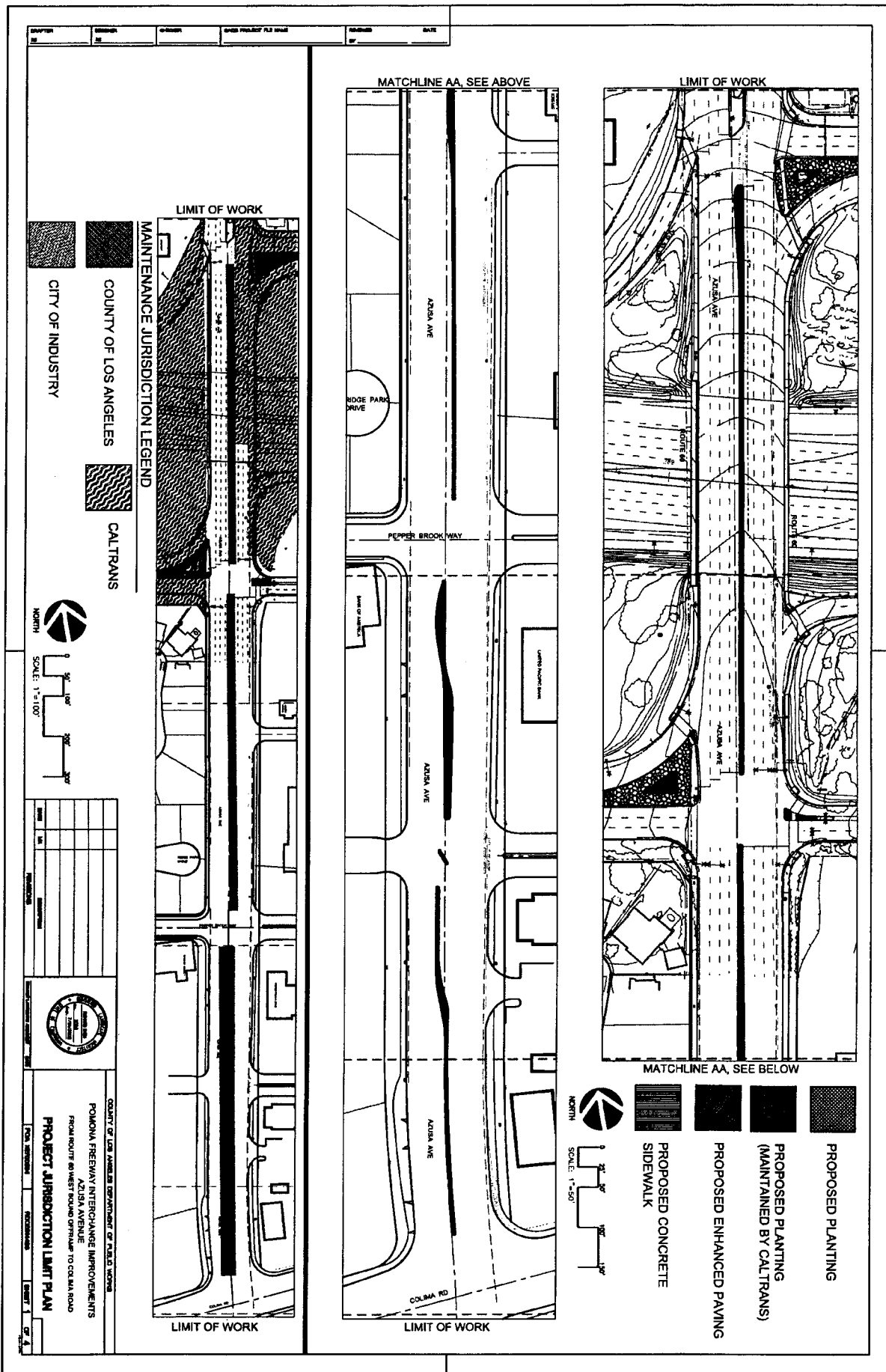
Printed (Name and Title) Ronald J. Ornee,
Assistant Director

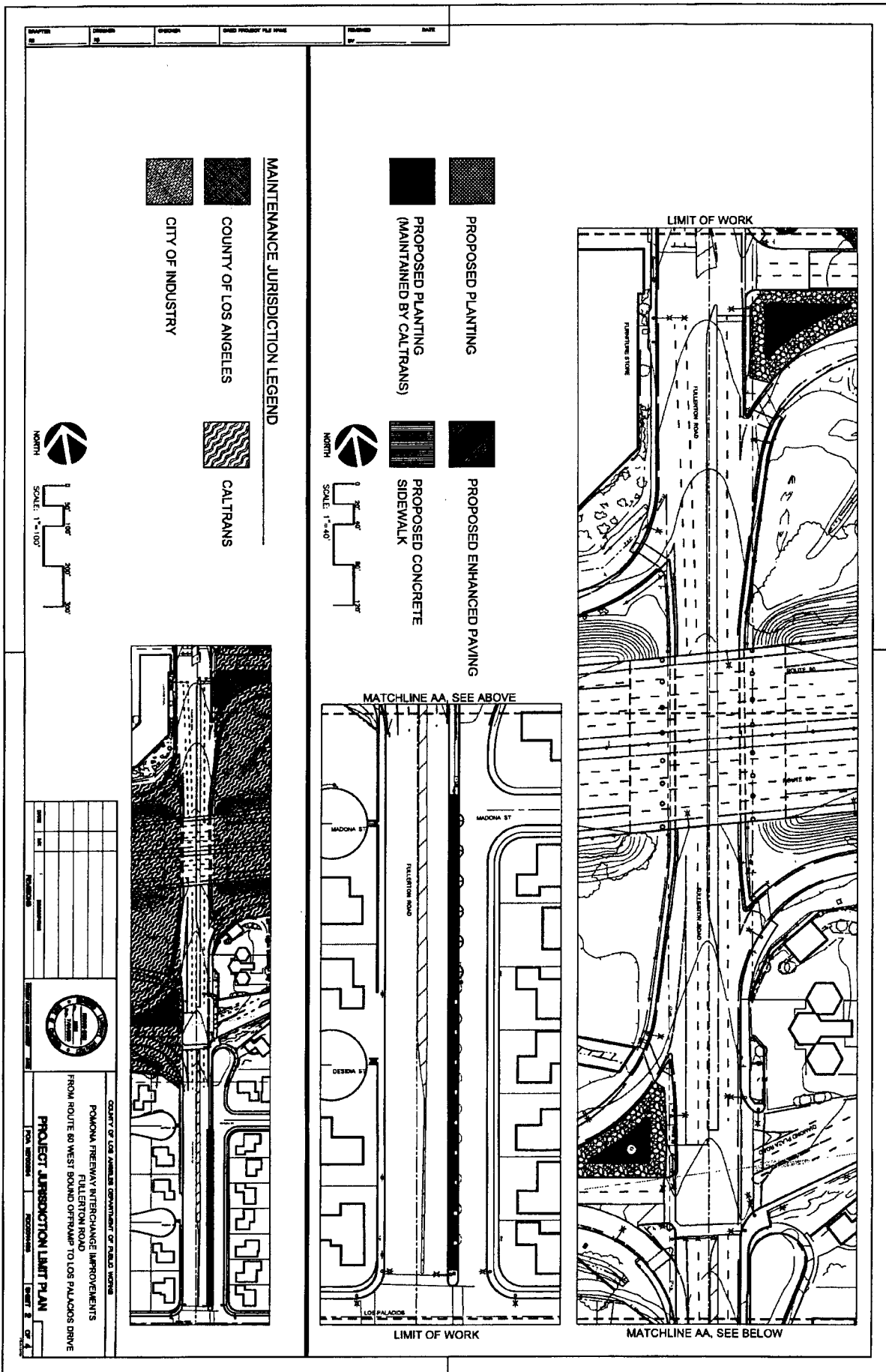
Administering Agency Los Angeles County
Department of Public Works

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


DATE	REVISION	ORDER	PROJECT FILE NO.	REVISION	DATE
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
MAINTENANCE JURISDICTION LEGEND




CALTRANS



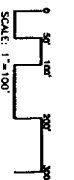
CITY OF INDUSTRY



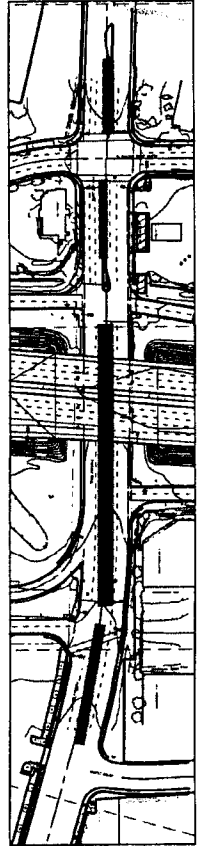
COUNTY OF LOS ANGELES



NORTH



SCALE: 1"=100'




PROJECT JURISDICTION LIMIT PLAN


COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
POMONA FREEWAY INTERCHANGE IMPROVEMENTS
FAIRWAY DRIVE
FROM RAILROAD TRACKS TO CURBZ COURT

NO.	DATE	REVISION	BY	CHKD.


MAINTENANCE JURISDICTION LEGEND




CALTRANS



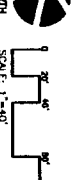
CITY OF INDUSTRY



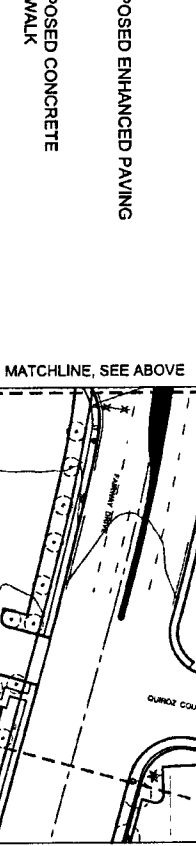
COUNTY OF LOS ANGELES



NORTH



SCALE: 1"=100'



PROJECT JURISDICTION LIMIT PLAN

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
POMONA FREEWAY INTERCHANGE IMPROVEMENTS
FAIRWAY DRIVE
FROM RAILROAD TRACKS TO CURBZ COURT

NO.	DATE	REVISION	BY	CHKD.

SAMPLE AGREEMENT FOR

AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF INDUSTRY, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY).

WITNESSETH

WHEREAS, CITY and COUNTY propose to construct aesthetic and pedestrian improvements at four Pomona Freeway State Route 60 (SR 60) interchanges including Azusa Avenue from Gale Avenue to Colima Road, Fullerton Road from the Union Pacific Railroad to Colima Road, Nogales Street from Union Pacific Railroad to Colima Road, and Fairway Drive from the Union Pacific Railroad to Walnut Drive, including construction of sidewalks and landscaping (plantings, irrigation, and decorative concrete) in the medians and along these four parkways (which work is hereinafter referred to as PROJECT); and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform or cause to be performed the preliminary engineering, construction contract, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT; and

WHEREAS, COUNTY has secured Federal State Highway Operation and Protection Program Transportation Enhancement Activities (SHOPP TEA) grant funds, on a reimbursement basis, in the amount of Eight Hundred Eighty-five Thousand and 00/100 Dollars (\$885,000.00) to be used to finance a portion of COST OF PROJECT; and

WHEREAS, COST OF PROJECT (as defined below) is currently estimated to be One Million Nine Hundred Two Thousand and 00/100 Dollars (\$1,902,000.00) which will be funded with SHOPP TEA grant funds in the amount of Eight Hundred Eighty-five Thousand and 00/100 Dollars (\$885,000.00), in addition to the CITY'S share being One Hundred Sixty-eight Thousand and 00/100 Dollars (\$168,000.00), and COUNTY'S share being Eight Hundred Fifty Thousand and 00/100 Dollars (\$850,000.00); and

WHEREAS, CITY and COUNTY are both willing to finance their respective shares of COST OF PROJECT; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq. of the Government Code, and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. JURISDICTION, as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of each government entity mentioned in this AGREEMENT.
- b. The COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the COST OF PRELIMINARY ENGINEERING, together with any COST OF CONSTRUCTION CONTRACT, construction inspection and survey, contract administration, materials testing, utility relocation, traffic detour, signing and striping, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. The COST OF PRELIMINARY ENGINEERING, as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; soils testing; preparation of plans, specifications, and cost estimates; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.
- d. The COST OF CONSTRUCTION CONTRACT, as referred to in this AGREEMENT, shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.

(2) CITY AGREES:

- a. To finance CITY'S share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting as described in paragraph (4) a., below.
- b. To deposit with COUNTY, following execution of this AGREEMENT and upon demand by COUNTY, One Hundred Sixty-eight Thousand and 00/100 Dollars (\$168,000.00) to finance its estimated jurisdictional share of COST OF PROJECT (CITY'S PAYMENT).
- c. To grant to COUNTY, at no cost to COUNTY, any temporary right of way that CITY owns or has an easement for, that is necessary for the construction of PROJECT.
- d. To grant to COUNTY, at COUNTY'S request, jurisdiction of the Azusa Avenue from Gale Avenue to Colima Road, Fullerton Road from the Union

Pacific Railroad to Colima Road, Nogales Street from Union Pacific Railroad to Colima Road, and Fairway Drive from the Union Pacific Railroad to Walnut Drive, for the purpose of installing landscaping and improvements.

- e. Upon approval of construction plans for PROJECT, to issue COUNTY a no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S right of way.
- f. To cooperate with COUNTY in conducting negotiations with and, where appropriate, issue notices to public utility organizations and owners of substructures and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services, which interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT. CITY will take all necessary steps to grant, transfer, or assign all prior rights over utility companies and owners of substructures and overhead facilities when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.
- g. To appoint COUNTY as CITY'S attorney-in-fact for the purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.
- h. Upon completion of PROJECT, to maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

(3) COUNTY AGREES:

- a. To perform or cause to be performed the preliminary engineering, construction inspection and survey, materials testing, and contract administration and all other work necessary to complete PROJECT.
- b. To finance COUNTY'S share of COST OF PROJECT, the amount of which is to be determined by a final accounting pursuant to paragraph (4) a., below.
- c. To obtain CITY'S approval of plans for PROJECT prior to advertising for construction bids.
- d. To advertise PROJECT for construction bids, to award and to administer the construction contract, to do all things necessary and proper to complete PROJECT, and to act on behalf of CITY in all negotiations pertaining thereto.

- e. To furnish CITY, within one hundred twenty (120) calendar days after final payment to contractor, a final accounting of the actual COST OF PROJECT including an itemization of actual unit costs and actual quantities for COST OF PROJECT.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the COST OF PROJECT attributable to all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within CITY'S JURISDICTION shall be allocated to CITY. Such costs constitute CITY'S share of COST OF PROJECT. The COST OF PROJECT attributable to all work or improvements (including all engineering, administration, and all other costs incidental to any such work or improvement) located within the COUNTY'S JURISDICTION shall be allocated to COUNTY. Such costs constitute the COUNTY'S share of COST OF PROJECT.
- b. That if at final accounting CITY'S JURISDICTIONAL share of COST OF PROJECT exceeds CITY'S PAYMENT, as set forth in paragraph (2) b., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY.
- c. That if at final accounting, CITY'S JURISDICTIONAL share of COST OF PROJECT is less than CITY'S PAYMENT, as set forth in paragraph (2) b., above, COUNTY shall refund difference to CITY without further action by CITY.
- d. That if CITY'S PAYMENT, as set forth in paragraph (4) b., above, is not delivered to COUNTY office, which is described on the billing invoice sent to CITY, within sixty (60) calendar days of the date of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to the Agreement currently in effect.
- e. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days after the date of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for the nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.

- f. COUNTY, at any time, may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds, if applicable. CITY shall be notified of such changes by invoice.
- g. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.
- h. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.
- i. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. John Ballas
Director of Public Works/City Engineer
City of Industry
P.O. Box 3366
Industry, CA 91744-3995

COUNTY: Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any claims, demands, liability, damages, costs, and expenses in connection with any injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- k. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this

[illegible]

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF INDUSTRY on _____, 2008, and by the COUNTY OF LOS ANGELES on _____, 2008.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

CITY OF INDUSTRY

By _____
Mayor

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney